

| <b>ORDER FOR SUPPLIES OR SERVICES</b>   |   |   |   |                                     |   |   |  |  |                            | PAGE 1 OF 14   |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|---|---|---|---|-------------------------------------|---|---|--|--|----------------------------|--|---|--------------------------|-----------------------|-------------------------------------|--|--|--|--|--|--|--|--|--|-----------------|--|---|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|
| <b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b>  |   |   | <b>2. DELIVERY ORDER/CALL NO.</b><br>W56HZV-04-F-0016   |                                     | <b>3. DATE OF ORDER/CALL (YYYYMMDD)</b><br>2003DEC10  |   | <b>4. REQUISITION/PURCH REQUEST NO.</b><br>SEE SCHEDULE                  |  | <b>5. PRIORITY</b><br>DOA4 |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>6. ISSUED BY</b><br>TACOM WARREN BLDG 231<br>AMSTA-AQ-ADB<br>CATHERINE BASTIAN (586)574-6950<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: BASTIANC@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL   |   |   | <b>CODE</b> W56HZV  |                                     | <b>7. ADMINISTERED BY (If other than 6)</b><br>DCMA DAYTON<br>AREA C, BUILDING 30<br>1725 VAN PATTON AVENUE<br>WRIGHT PATTERSON AFB, OH 45433-5302<br><br>SCD: C PAS: NONE ADP PT: HQ0337 |   |  | <b>CODE</b> S3605A   |                            | <b>8. DELIVERY FOB</b><br><br><input type="checkbox"/> DESTINATION<br><input checked="" type="checkbox"/> OTHER<br>(See Schedule if other)               |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>9. CONTRACTOR</b><br><br>FEDERAL PRISON INDUSTRIES INC<br>3301 LEESTOWN RD.<br>P.O. BOX 13640<br>LEXINGTON, KY. 40583-3640<br><br>NAME AND ADDRESS<br><br>TYPE BUSINESS: Other Nonprofit   |   |   | <b>CODE</b> 1XFF6   |                                     | <b>FACILITY</b> 53753   |   | <b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b><br><br>SEE SCHEDULE |  |                            | <b>11. X IF BUSINESS IS</b><br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL<br>DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>12. DISCOUNT TERMS</b><br>Net 30 Days  |   |   | <b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b><br>See Block 15  |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>14. SHIP TO</b><br>SEE SCHEDULE  |   |   | <b>CODE</b>   |                                     | <b>15. PAYMENT WILL BE MADE BY</b><br>DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266  |   |  |  | <b>CODE</b> HQ0337         |  | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b> |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 10%; text-align: center; vertical-align: middle;"><b>16. TYPE OF ORDER</b></td> <td style="width: 10%; text-align: center;"><b>DELIVERY/ CALL</b></td> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td colspan="9" style="padding: 5px;">THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.</td> </tr> <tr> <td style="text-align: center;"><b>PURCHASE</b></td> <td></td> <td colspan="9" style="padding: 5px;">Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.<br/>furnish the following on terms specified herein.</td> </tr> <tr> <td colspan="11" style="padding: 5px;">ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</td> </tr> </table> |   |   |   |                                     |   |   |  |  |                            |  |   | <b>16. TYPE OF ORDER</b> | <b>DELIVERY/ CALL</b> | <input checked="" type="checkbox"/> | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. |  |  |  |  |  |  |  |  | <b>PURCHASE</b> |  | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.<br>furnish the following on terms specified herein. |  |  |  |  |  |  |  |  | ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |  |  |  |  |  |  |  |  |  |  |
| <b>16. TYPE OF ORDER</b>  | <b>DELIVERY/ CALL</b>   | <input checked="" type="checkbox"/>   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.                |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   | <b>PURCHASE</b>   |   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.<br>furnish the following on terms specified herein. |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
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| <table style="width:100%;"> <tr> <td style="width: 25%; text-align: center;">NAME OF CONTRACTOR</td> <td style="width: 25%; text-align: center;">SIGNATURE</td> <td style="width: 25%; text-align: center;">TYPED NAME AND TITLE</td> <td style="width: 25%; text-align: center;">DATE SIGNED (YYYYMMDD)</td> </tr> </table> <p><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</p>   |   |   |   |                                     |   |   |  |  |                            |  |   | NAME OF CONTRACTOR       | SIGNATURE             | TYPED NAME AND TITLE                | DATE SIGNED (YYYYMMDD)   |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| NAME OF CONTRACTOR  | SIGNATURE   | TYPED NAME AND TITLE  | DATE SIGNED (YYYYMMDD)  |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b><br><br>SEE SCHEDULE  |   |   |   |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>18. ITEM NO.</b>   |   | <b>19. SCHEDULE OF SUPPLIES/SERVICE</b>   |   |                                     |   | <b>20. QUANTITY ORDERED/ ACCEPTED*</b>  |  | <b>21. UNIT</b>  | <b>22. UNIT PRICE</b>      |  | <b>23. AMOUNT</b>   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   |   | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |   |                                     |   |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.   |   |   |   |                                     | <b>24. UNITED STATES OF AMERICA</b><br>JAMES E. NELSON /SIGNED/<br>NELSONJ@TACOM.ARMY.MIL (586)574-5258<br>BY: _____ CONTRACTING/ORDERING OFFICER   |   |  |  |                            | <b>25. TOTAL</b> \$15,821.40   |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>27a. QUANTITY IN COLUMN 20 HAS BEEN</b><br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____  |   |   |   |                                     | <b>26. DIFFERENCES</b>  |   |  |  |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>   |   |   |   |                                     |   | <b>c. DATE (YYYYMMDD)</b>   |  | <b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b> |                            |  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>   |   |   |   |                                     |   | <b>28. SHIP. NO.</b>  |  | <b>29. D.O. VOUCHER NO.</b>  |                            | <b>30. INITIALS</b>  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>f. TELEPHONE NUMBER</b>  |   | <b>g. E-MAIL ADDRESS</b>  |   |                                     |   | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  |  | <b>32. PAID BY</b>   |                            | <b>33. AMOUNT VERIFIED CORRECT FOR</b>   |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>  |   |   |   |                                     |   | <b>31. PAYMENT</b><br><br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |  |  |                            | <b>34. CHECK NUMBER</b>  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>a. DATE (YYYYMMDD)</b>   |   | <b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>   |   |                                     |   |   |  |  |                            | <b>35. BILL OF LADING NO.</b>  |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>37. RECEIVED AT</b>  |   | <b>38. RECEIVED BY (Print)</b>  |   | <b>39. DATE RECEIVED (YYYYMMDD)</b> |   | <b>40. TOTAL CONTAINERS</b>   |  | <b>41. S/R ACCOUNT NUMBER</b>  |                            | <b>42. S/R VOUCHER NO.</b>   |   |                          |                       |                                     |  |  |  |  |  |  |  |  |  |                 |  |   |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-F-0016 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 14 |
| <b>Name of Offeror or Contractor:</b> FEDERAL PRISON INDUSTRIES INC |  |                            |

SUPPLEMENTAL INFORMATION

NOTES:

This is a delivery order awarded to UNICOR based on its Quotation Number 20029990 dated 30 SEP 2003, (datafax date), in response to Request for Quotation Number DAAE07-03-Q-T715.

\*\*\* END OF NARRATIVE A 001 \*\*\*

|   | <u>Regulatory Cite</u> | <u>Title</u>                                       | <u>Date</u> |
|---|------------------------|--|-------------|
| 1   | 52.204-4849<br>(TACOM) | ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS | MAR/2000    |
| (a) Purchase Order Number: W56HZV04F0016 is awarded to UNICOR . The Government accepts your quote dated 30 SEP 2003 -3- in response to Solicitation Number: DAAE07-03QT715, signed by GEORGE KEIDEL, GOV'T SALES. |                        |  |             |
| [end of clause]   |                        |  |             |

|   |                        |                                     |          |
|---|------------------------|-------------------------------------|----------|
| 2   | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |
| (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page ( <a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a> ) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.   |                        |                                     |          |
| (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.   |                        |                                     |          |
| (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.  |                        |                                     |          |
| (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given. |                        |                                     |          |
| (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>  |                        |                                     |          |
| (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>   |                        |                                     |          |

[End of Clause]

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT      |
|---------|--|----------|------|--------------|-------------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |              |             |
| 0001    | NSN: 6150-01-315-1487<br>FSCM: 19207<br>PART NR: 12370536<br>SECURITY CLASS: Unclassified  |          |      |              |             |
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: WIRING HARNESS,BRAN<br/>PRON: EH3A8362EH    PRON AMD: 01    ACRN: AA<br/>AMS CD: 060011</p> <p><u>Description/Specs./Work Statement</u><br/>QUANTITY VARIATION:    5% OVER                      5% UNDER<br/>TOP DRAWING NR: 12370536<br/>REVISION: H</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>      SEE PKG RQMTS<br/>UNIT PACK: 1                      INTERMEDIATE PACK: 0<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</p> <p>MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE<br/>WITH MILSTD 129.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin            ACCEPTANCE: Origin</p> <p>Inspection/Acceptance at origin means that you MUST<br/>contact the DCMC to arrange for a Government<br/>inspection BEFORE you ship the supplies called out<br/>in this order. Failure to have the items inspected<br/>and accepted will result in their rejection at the<br/>destination. The rejected supplies will be<br/>returned to you at your expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u><br/>DOC                                      SUPPL<br/><u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u><br/>001 W56HZV3253T789 W25G1U    J                      1<br/><u>DEL REL CD</u>                      <u>QUANTITY</u>                      <u>DEL DATE</u><br/>001                                      4                                      13-AUG-2004</p> <p>FOB POINT: Origin</p> | 7        | EA   | \$ 791.07000 | \$ 5,537.49 |

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
|         | <div>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</div> <div>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>002 W56HZV3253T790 W45G19 J 1<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br/>001 3 13-AUG-2004</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W45G19) XR W390 RED RIVER MUNITIONS CTR<br/>HIGHWAY 82 WEST CL V TPF<br/>GATE 44 BLDG 184<br/>TEXARKANA TX 75507-5000</div>                     |          |      |              |              |
| 0002    | NSN: 6150-01-315-1487<br>FSCM: 19207<br>PART NR: 12370536<br>SECURITY CLASS: Unclassified  |          |      |              |              |
| 0002AA  | <div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: WIRING HARNESS,BRAN<br/>PRON: EH3A8363EH PRON AMD: 01 ACRN: AA<br/>AMS CD: 060011</div> <div><u>Description/Specs./Work Statement</u><br/>QUANTITY VARIATION: 5% OVER 5% UNDER<br/>TOP DRAWING NR: 12370536<br/>REVISION: H</div> <div><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PKG RQMTS<br/>UNIT PACK: 1 INTERMEDIATE PACK: 0<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</div> <div>MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE<br/>WITH MILSTD 129.</div> <div>(End of narrative D001)</div> <div><u>Inspection and Acceptance</u></div> | 13       | EA   | \$ 791.07000 | \$ 10,283.91 |

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY    | UNIT            | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
|-------------------|---|-------------|-----------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|--|-----------------|--|--|-----|---|--|-------------|--|--|-----|-------|--|--|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|--|-----------------|--|--|-----|---|--|-------------|--|--|--|--|--|--|
|                   | <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W56HZV3253T787</td><td>W25G1U</td><td>J</td><td></td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td colspan="2"><u>QUANTITY</u></td><td colspan="3"><u>DEL DATE</u></td></tr><tr><td>001</td><td colspan="2">9</td><td colspan="3">13-AUG-2004</td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W25G1U)    XU TRANSPORTATION OFFICER<br/>              DDSP NEW CUMBERLAND FACILITY<br/>              BUILDING MISSION DOOR 113 134<br/>              NEW CUMBERLAND                PA 17070-5001</p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>002</td><td>W56HZV3253T788</td><td>W45G19</td><td>J</td><td></td><td>1</td></tr><tr><td><u>DEL REL CD</u></td><td colspan="2"><u>QUANTITY</u></td><td colspan="3"><u>DEL DATE</u></td></tr><tr><td>001</td><td colspan="2">4</td><td colspan="3">13-AUG-2004</td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br/>              HIGHWAY 82 WEST CL V TPF<br/>              GATE 44 BLDG 184<br/>              TEXARKANA                      TX 75507-5000</p> | DOC         | SUPPL           |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV3253T787 | W25G1U | J |  | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> |  | <u>DEL DATE</u> |  |  | 001 | 9 |  | 13-AUG-2004 |  |  | DOC | SUPPL |  |  |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W56HZV3253T788 | W45G19 | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> |  | <u>DEL DATE</u> |  |  | 001 | 4 |  | 13-AUG-2004 |  |  |  |  |  |  |
| DOC               | SUPPL   |             |                 |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u> | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| 001               | W56HZV3253T787  | W25G1U      | J               |                 | 3            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   |             | <u>DEL DATE</u> |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| 001               | 9   |             | 13-AUG-2004     |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| DOC               | SUPPL   |             |                 |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u> | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| 002               | W56HZV3253T788  | W45G19      | J               |                 | 1            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   |             | <u>DEL DATE</u> |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |
| 001               | 4   |             | 13-AUG-2004     |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |  |                 |  |  |     |   |  |             |  |  |  |  |  |  |

**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-04-F-0016**MOD/AMD**

**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

## CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/     |      |      |                           |           |    |      |                 | JOB                   |                     |  |
|--------|----------------------|------|------|---------------------------|-----------|----|------|-----------------|-----------------------|---------------------|--|
| ITEM   | MIPR                 | ACRN | STAT | ACCOUNTING CLASSIFICATION |           |    |      | ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |  |
| 0001AA | EH3A8362EH<br>060011 | AA   | 2    | 97                        | X4930AC9D | 6D | 26KB | S20113          | W56HZV                | \$ 5,537.49         |  |
| 0002AA | EH3A8363EH<br>060011 | AA   | 2    | 97                        | X4930AC9D | 6D | 26KB | S20113          | W56HZV                | \$ 10,283.91        |  |
|        |                      |      |      |                           |           |    |      |                 | TOTAL                 | \$ 15,821.40        |  |

| SERVICE     |                      |                                  |           |    |             | ACCOUNTING     | OBLIGATED     |
|-------------|----------------------|----------------------------------|-----------|----|-------------|----------------|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |           |    |             | <u>STATION</u> | <u>AMOUNT</u> |
| Army        | AA                   | 97                               | X4930AC9D | 6D | 26KB S20113 | W56HZV         | \$ 15,821.40  |
|             |                      |                                  |           |    |             | TOTAL          | \$ 15,821.40  |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-F-0016 <b>MOD/AMD</b> | <b>Page</b> 7 <b>of</b> 14 |
| <b>Name of Offeror or Contractor:</b> FEDERAL PRISON INDUSTRIES INC |  |                            |

CONTRACT CLAUSES

|  | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|--|------------------------|--|-------------|
| 1  | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| 2  | 52.219-6               | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUN/2003    |
| 3  | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2003    |
| 4  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION                                  | OCT/2003    |
| 5  | 52.246-1               | CONTRACTOR INSPECTION REQUIREMENTS   | APR/1984    |
| 6  | 52.246-2               | INSPECTION OF SUPPLIES--FIXED PRICE  | AUG/1996    |
| 7  | 52.247-29              | F.O.B. ORIGIN  | JUN/1988    |
| 8  | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                                     | FEB/2003    |
| 9  | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)                    | DEC/2000    |
| 10   | 52.211-16              | VARIATION IN QUANTITY  | APR/1984    |
| <p>(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.</p> <p>(b) The permissible variation shall be limited to:</p> <p>    <u>05</u> percent increase; and</p> <p>    <u>05</u> percent decrease.</p> <p>(c) This increase or decrease shall apply to CONTRACT LINE ITEMS 0001AA and 0002aa.</p> <p style="text-align: center;">[End of Clause]</p>  |                        |  |             |
| 11   | 52.204-4006<br>(TACOM) | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT | MAY/2000    |
| <p>(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.</p> <p>(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a></p> <p>(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.</p> <p>(d) We hereby specify that the required F.O.B. point for this acquisition is ORIGIN.</p> <p>(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.</p> <p style="text-align: center;">[End of Clause]</p> |                        |  |             |
| 12   | 52.211-4516<br>(TACOM) | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS)  | SEP/2003    |
| <p>(a) Military preservation, packing, and marking for this order shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.</p> <p>(1) LEVEL OF PRESERVATION: Military</p> <p>(2) LEVEL OF PACKING: A</p>  |                        |  |             |

|   |  |                            |
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| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-F-0016 <b>MOD/AMD</b> | <b>Page</b> 8 <b>of</b> 14 |
| <b>Name of Offeror or Contractor:</b> FEDERAL PRISON INDUSTRIES INC |  |                            |

(3) QUANTITY PER UNIT PACKAGE: 001-

(b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

- (1) Preservation Method Code: 32 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: 00 (Table j.iii)
- (4) Wrapping Material Code: 00 (Table j.iv)
- (5) Cushioning and Dunnage Code: JC (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: 0 (Table j.vi)
- (7) Unit Container Code: BL (Table j.vii)
- (8) Intermediate Container Code: ED (Table j.viii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: 2 (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)

(c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(d) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec. 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston).

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label. Military Shipment Labels may be created using the Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD). See the web site: <http://www.asset-trak.com/catt/catt.htm>. The software may be downloaded at: [http://www.asset-trak.com/catt/msl\\_irrd/msl\\_irrddownload.htm](http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm). Be sure to bookmark this page for future releases of CATT MSL/IRRD.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet.



|                           |  |                            |
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**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the order. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) SUPPLEMENTAL INSTRUCTIONS: -13-

[End of Clause]

13            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

UNICOR  
FEDERAL PRISON INDUSTRIES INC  
COUNTY HWY G AND ELK AVENUE  
OXFORD, WI 53592

[End of Clause]

14            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

15            52.211-4036            FORMAT OF THE TECHNICAL DATA PACKAGE            APR/2000  
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and

|                           |  |                      |
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**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

16                    52.213-4010                    ADDITIONAL GENERAL CLAUSES                    FEB/1997  
                          (TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE                    (AUG 1987)  
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT                    (APR 1984)  
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-F-0016 MOD/AMD | Page 11 of 14 |
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|--------------------|---|---------------|

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)  
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

17 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002  
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

18 52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM MAR/2000  
(TACOM) REQUIREMENT

(a) This solicitation will result in a purchase order that will require the contractor to use a quality-assurance system to ensure the quality of the purchased items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Paragraph f (below) asks you to identify what quality-assurance system you will use.

(1) If you indicate that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting order. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify which standard you intend to use).

- (3) If you provide a description of your quality system, make sure that your description covers how your system:
  - achieves defect prevention, and
  - provides process control, and
  - ensures adequate quality controls throughout all areas of performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for award.

(e) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process

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control, providing adequate quality controls throughout all areas of performance.

(f) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☐ ISO 9001
- ☐ ISO 9002
- ☐ QS 9000
- ☐ ANSI/ASQ Q9001
- ☐ ANSI/ASQ Q9001
- ☒ Other, specifically MIL-STD-45208

(Note: if you check the other block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word other, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive an award, your proposed system will be required.)

(g) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(h) At any point during performance, we have the right to review your quality system to assess its effectiveness in meeting requirements.

[End of Clause]

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|----|-------------|--|----------|
| 19 | 52.246-4026 | LOCAL ADDRESS FOR DD FORM 250<br>(TACOM) | MAR/2002 |
|----|-------------|--|----------|

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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| 20 | 52.247-4016 | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS<br>(TACOM) | JUL/2002 |
|----|-------------|---|----------|

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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LIST OF ATTACHMENTS

| List of<br>Addenda | Title  | Date | Number<br>of Pages | Transmitted By |
|--------------------|--|------|--------------------|----------------|
| Attachment 001     | TECHNICAL DATA PACKAGE 19207 12370536 REV H. |      |                    |                |